

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA

LR 91-1340

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF SEDONA, hereinafter called "CITY".

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by A.R.S. §48-572 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY; and

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall consist of the maintenance of street furniture traffic signals and/or highway lighting at the following location:

US 89A at Shelby Drive
MP 283.5 - City of Sedona

NO. <u>15835</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/12/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wing V. Greenewald</u>

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The CITY shall set aside sufficient funds and be responsible for all maintenance of street furniture highway lighting equipment including fixtures, lenses, ballasts and lamps.

3. The CITY shall set aside sufficient funds and be responsible for maintenance of the exterior and interior finish of street furniture traffic signal and/or highway lighting equipment.

4. The STATE shall be responsible for all operations of traffic signal equipment and shall be responsible for the maintenance of all equipment except as provided in sections 2 and 3, above.

5. In the case of street furniture pole knockdowns, the STATE shall furnish, install and maintain temporary poles, mastarms and ancillary equipment, and shall participate in the cost of replacement street furniture poles up to the prevailing cost of functionally equivalent standard STATE poles and mastarms. The CITY shall be responsible for the balance of the cost of replacement street furniture poles.

6. The CITY shall be responsible for the removal of temporary STATE furnished poles, mastarms and ancillary equipment and delivery of same to a location specified by the District Engineer, and shall be responsible for the installation of replacement street furniture poles and the work to make the ancillary equipment operational.

7. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

8. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

9. THIS AGREEMENT shall remain in force and effect until midnight, June 30, 1992, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

10. It is understood that the list of location(s) set forth in this Agreement may be added to, or have deletions made, by Letter Addendum, with all other conditions set forth remaining in effect.

11. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

12. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

13. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

14. The provisions of A.R.S. §35-214 are applicable to this agreement.

15. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

16. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:


State Traffic Engineer

DATE:

6/21/91

PUBLIC AGENCY

BY:



DATE:

6/12/91

TITLE:

City Eng.

ATTEST:

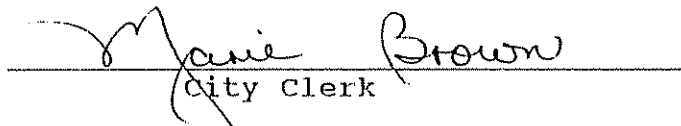

City Clerk

EXHIBIT "A"

RESOLUTION NO. 91- 18

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE AND OPERATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF HIGHWAY 89A AND SHELBY DRIVE.

WHEREAS:

The City desires to enter into an Intergovernmental Agreement, pursuant to A.R.S. §11-951-951, with the Arizona Department of Transportation for maintenance and operation of traffic signals at the intersection of Highway 89A and Shelby Drive; and,

The City is empowered by A.R.S. §48-572 to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:


The City resolves to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for maintenance and operation of traffic signals at the intersection of Highway 89A and Shelby Drive; and

The City Manager is authorized to execute, on behalf of the City, an Intergovernmental Agreement with the Arizona Department of Transportation for maintenance and operation of traffic signals at the intersection of Highway 89A and Shelby Drive.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 11 day of June, 1991.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

EXHIBIT "B"

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Maintenance Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and the CITY OF SEDONA, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 17th day of June, 1991.

CITY OF SEDONA _____

BY: _____


City Attorney

MAINTENANCE RESOLUTION

CITY OF SEDONA

RESOLUTION

BE IT RESOLVED, on this 17th day of May, 1991, that I, JAMES S. CREEDON, as Acting Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona, that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Maintenance Intergovernmental Agreement with the CITY OF SEDONA for the maintenance of street furniture traffic signals and/or highway lighting on State routes within the CITY OF SEDONA. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.


For JAMES S. CREEDON, ACTING DIRECTOR
ARIZONA DEPARTMENT OF TRANSPORTATION

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert F. Wood~~

Grant Woods

INTERGOVERNMENTAL AGREEMENT

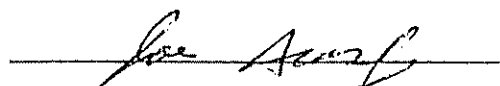
DETERMINATION

A. G. Contract No. KR 91-1340, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25 day of June, 1991.

GRANT WOODS
Attorney General


Assistant Attorney General
Transportation Section